



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request for Consultant Services (RFC)

July 16, 2007

FY 2008 CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS WITH INSPECTION FIRM FEES \$50,000 OR LESS

TABLE OF CONTENTS

	<u>Page Numbers</u>
Title Sheet	1
Table of Contents	2
Notice to Inspection Firms	3
Project Description	4
Procurement Process	11
Project Schedule	18
Registration and Certification Form	19
Professional Services Agreement - Inspection and Testing Services	20
Attachment A - Previously Pre-Qualified Code Inspection Firms	
Attachment B – Fee Schedule	

Current copies of the following documents are hereby made part of this Request for Consultants (RFC) by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM Design Manual dated March 15, 2006
DFCM General Conditions dated May 25, 2005

NOTICE TO INSPECTION FIRMS

The State of Utah - Division of Facilities Construction and Management (DFCM) is soliciting the services of qualified firms/teams to perform **code inspection services** for the following project:

CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS

Description: DFCM will pre-qualify firms to conduct code inspection services for construction projects throughout the state. In order to pre-qualify, inspection firms must demonstrate that they have the necessary skills, training, certifications, satisfactory performance ratings/references, and management approach to ensure that code inspections will be performed accurately and timely. In addition, pre-qualified inspection firms will be required to contract with and manage “Special Inspection and Testing Firms” to conduct special inspections required by code. Pre-qualified firms will be assigned projects for inspection services under the provisions of the DFCM’s small purchasing rule.

Inspection firms previously pre-qualified by DFCM (see Attachment “A”) will remain on DFCM’s list of pre-qualified inspection firms this year and are NOT required to pre-qualify; however, they MUST attend the mandatory pre-submittal meeting and complete the registration form contained in this document.

The RFC documents, including the submittal requirements and the selection criteria and schedule, will be available beginning by 10:00 AM on Monday, July 16, 2007 from DFCM at the State Office Building - Room 4110, Salt Lake City, Utah 84114 and on the DFCM web site at <http://dfcm.utah.gov>. For questions regarding this request, please contact Will Thornley, DFCM, at (801) 755-6778. No others are to be contacted regarding this request.

A **MANDATORY** pre-submittal meeting will be held at 2:00 PM on Thursday, July 26, 2007 at DFCM, 4114 State Office Building, Salt Lake City, Utah. All Inspection Firms wishing to submit or register for this project must attend this meeting, including firms previously pre-qualified by DFCM (Attachment “A”).

Submittal dates for the required references, management plans, statements of qualifications, and interviews will be based on the project schedule included in the RFC.

The Division of Facilities Construction & Management reserves the right to reject any or all submittals or to waive any formality or technicality in any submittal in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

PROJECT DESCRIPTION

DFCM will pre-qualify firms to conduct code inspection services for construction projects throughout the state. In order to pre-qualify, inspection firms must demonstrate that they have the necessary skills, training, certifications, satisfactory performance ratings/references, and management approach to ensure that required inspections will be performed and reported accurately and timely. In addition, pre-qualified inspection firms will be required contract with and manage “Special Inspection and Testing Firms” to conduct special inspections required by code. Pre-qualified firms will be assigned projects for inspection services under the provisions of the DFCM’s small purchasing rule.

Inspection firms previously pre-qualified by DFCM (see Attachment “A”) will remain on DFCM’s list of pre-qualified inspection firms this year and are NOT required to pre-qualify; however, they MUST attend the mandatory pre-submittal meeting and complete the registration form contained in this document.

Firms not on DFCM’s list of pre-qualified firms MUST be pre-qualified by a selection committee. The process for becoming pre-qualified is detailed in the following sections of this request.

Pre-qualified inspection firms shall remain on DFCM’s list of pre-qualified code inspection firms provided: (a) they maintain a performance rating of 3.5 or greater on each DFCM project, (b) they have not been suspended for poor performance or failure to comply with requirements of their contract, or (c) the firm has not undergone a significant reorganization involving the loss of key personnel or license and certification requirements to a degree such that the firm no longer meets the pre-qualification requirements outlined in this document.

DFCM reserves the right to pre-qualify additional firms to conduct code inspections throughout the effective period noted below. DFCM may re-open this RFC at any time during the year to pre-qualify additional firms. Firms that wish to be added to DFCM’s list of pre-qualified code inspection firms must contact DFCM and comply with all pre-qualification selection requirements contained in this request.

This pre-qualification will remain in effect from April 1, 2007 through May 31, 2008.

Potential Projects for Inspection Services

Listed below are projects that may require inspection services where it is reasonably anticipated that the inspection firm fee will be less than \$50,000 (small purchases). This list is provided in order to provide firms with an idea of the type of work, locations, and cost estimates. Additional information on each project will be provided at the time firms are assigned each project. DFCM reserves the right to add or delete projects from this list throughout the effective period noted above.

FY 2008 Capital Improvements

Approved by Utah State Building Board April 11, 2007

Agency/Institution	Total Funding
College of Eastern Utah	
San Juan Campus: New Maintenance Shop Building	\$ 325,300
Remodel Space for Music Building Demolition/Replacement	\$ 440,000
BDAC Building Air Handler Replacement	\$ 209,000
Dixie State College	
Science Bldg: Remodel Classrooms for Biology/Microbiology/Physiology Labs Phase I	\$ 1,600,000
Campuswide Traffic Study	\$ 20,000
Roofing: Technology Building	\$ 159,600
Salt Lake Community College	
Replace Elevators and Controls at all Campuses	\$ 625,000
Redwood Campus: Utility Tunnel Expansion Phase II	\$ 1,802,500
Redwood Campus: Boiler Replacement and Control Upgrades	\$ 839,700
Paving: Redwood Road Main Campus Slurry	\$ 80,200
Roofing: Administration Building	\$ 311,500
Roofing: Library	\$ 189,100
Snow College	
Fire Alarm System Upgrade: Ephraim and Richfield Campus	\$ 750,000
Trades Building: Upgrade Classroom Flooring	\$ 177,000
Washburn Building Exterior Doors and Air Compressor	\$ 144,800
Paving: Snow South Overlay/Repair for Shop Parking Lot	\$ 82,500
Paving: West Campus Parking Lot	\$ 350,000
Roofing: High Tech Building	\$ 289,000
Southern Utah University	
Student Center Chiller Replacement	\$ 418,200
Heat Plant Fuel Tanks and Emergency Generator Phase II	\$ 208,200
Swimming Pool Replaster	\$ 250,000
Campus Fire Systems	\$ 218,800
Teacher Education Building: Fire Lane and Water Line	\$ 175,000
Campus Master Plan	\$ 62,500
Campus Utility Master Plan	\$ 125,000
ADA Accessibility Issues	\$ 219,000
Library/Centrum/Eng Tech Concrete Settlement and Water Damage	\$ 375,000
Paving: Multipurpose/Library Parking Paving Improvements	\$ 125,000
Roofing: Harris 2 & 3	\$ 139,000
Roofing: Mountain Center	\$ 150,200
Roofing: Randal Jones Theater	\$ 44,500

Utah Valley State College

Science Building Remodel Phase III	\$ 1,250,000
LRC Remodel Planning Money	\$ 125,000
Energy Conservation Projects Identified Through ESCO	\$ 152,000
Tartan Surface Repair PE Building	\$ 145,000
Gunther Trades HVAC Design	\$ 120,000
Sprinkling System/Pump Station Upgrade	\$ 250,000
Exterior Lighting Repair	\$ 125,000
Exterior Building Renovation	\$ 225,000
ADA Compliance ISES Code	\$ 36,300
Correct HVAC Problems at MATC Campus Bldg MT134 and MT139	\$ 75,000
Paving: Heat Plant Access Road Reconstruction	\$ 94,500
Paving: Main Campus Slurry	\$ 75,000
Paving: Advancement Building Parking Improvements	\$ 50,000
Roofing: Heat Plant Plaza Waterproofing & Remodel	\$ 556,200

Weber State University

Heating Plant: Boiler Replacement	\$ 1,750,000
Visual Arts Building Storm Drainage Study	\$ 18,800
North Library Concrete Replacement and Irrigation System Upgrades	\$ 872,700
Playfields Irrigation System Replacement	\$ 152,000
Science Lab North Curtain Wall Weatherproofing	\$ 455,800
Training and Learning Center HVAC Upgrades	\$ 563,000
Paving: W-5 Upper Parking Improvements	\$ 90,000
Roofing: Social Science	\$ 250,500

UCAT

BATC: West Campus Renovation and Improvement	\$ 429,000
BATC: Brigham City Education Center Upgrades	\$ 100,000
BATC: Paving: Paving Improvements	\$ 21,000
DATC: Chilled and Condensed Pipe Roof Top Support Replacement	\$ 206,000
DATC: HVAC Upgrade Building C	\$ 122,800
DATC: Paving: East Parking Lot Resurface	\$ 138,700
O/WATC: Campus Water Main Replacement	\$ 375,000
O/WATC: Roofing: Children's North and South Buildings	\$ 122,000
UBATC: Culinary Arts Program Relocation/Remodel	\$ 472,300

Alcoholic Beverage Control

Store #19 Pacific Ave: Replace Rooftop Units	\$ 56,000
Store #27 Moab: Install Dock Lift	\$ 62,100
Paving: Main Warehouse Paving & Concrete Improvements	\$ 79,900
Roofing: Store #19 Pacific Ave.	\$ 98,000
Roofing: Price Store #7	\$ 50,100

Capitol Preservation Board

State Office Bldg: Upgrade Controls	\$ 250,000
Daughters of Utah Pioneers: Upgrade Fire System	\$ 150,000
Daughters of Utah Pioneers: Exterior Stone Work	\$ 100,000
Daughters of Utah Pioneers: Carriage House Electrical Upgrade	\$ 900,000
Roofing: Daughters of Utah Pioneer Carriage House	\$ 44,500
Capitol Hill Upgrades and Improvements	\$ 250,000

Community and Culture

Utah Arts Council: Restoration of Exterior	\$ 250,000
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Corrections

A-Block Slider Door Actuator Replacement/Bared Cell Doors Design	\$ 74,700
Conversion of Pneumatic Controls to Digital Controls (DDC)	\$ 500,000
Orange Street Classroom Addition	\$ 500,000
Draper Prison Security Upgrades	\$ 1,005,200
Administration Building Generator	\$ 71,600
Admin and Academy Underground Power	\$ 131,300
NUCC Generator	\$ 298,400
Bonneville AP&P Generator	\$ 214,900
Administration Cooling System Replacement	\$ 163,200
Dolphin Water Treatment System / Chiller Plant	\$ 95,500
CUCF Site Glazing Improvements	\$ 54,900
CUCF Education Building Fire System and Life Safety	\$ 196,800
AP&P: Fire Sprinkler & System Replacement	\$ 84,100
CUCF: Replace Heat Exchanger and Resolve Hard Water Issues	\$ 155,000
Paving: Draper Training Academy Overlay	\$ 153,200
Paving: Draper Pursuit Road Paving Improvements	\$ 343,000

Courts

Statewide Court Security Upgrades: Doors and Entrances	\$ 652,000
Brigham Courts: Terrazzo Floor/Front Entrance Remodel	\$ 172,000
Orem Courts: Security System Replacement	\$ 70,000
Cedar City Courts: Security System Replacement	\$ 93,000
Farmington Courts: Security and Access Control Upgrade	\$ 92,000
Ogden Juvenile Court: Exterior Lighting	\$ 10,000
Richfield Court: Replace Boiler and Chiller	\$ 215,900
Ogden Court: Install Fire Alarm System	\$ 220,800
Ogden Court: Sewer and Ground Water Ejector Pumps/Controls	\$ 75,000
Layton Court: Replace Boiler	\$ 87,500
Ogden Juvenile Court: Replace Boilers	\$ 104,100
Ogden District Court: Customer Service Counter Remodel	\$ 228,700
Paving: Provo Courts Asphalt Slurry Seal	\$ 40,000
Roofing: Vernal Juvenile Courts	\$ 32,900

DFCM

Post Building: Remodel Vacant POST Bldg at Rampton Complex	\$ 2,500,000
Heber Wells Bldg: Elevator Upgrade	\$ 1,300,000
Archives: Humidity Control System	\$ 150,000
Heber Wells Building: HVAC Upgrade	\$ 560,100

Fair Park

Grand Building: Boiler Replacement	\$ 115,746
Reimburse Fair Park For Improvement Projects Funded by Fair Park	\$ 116,134
Promontory Hall: HVAC/Restroom ADA/Exhaust Fans/Fixtures	\$ 243,134
Paving: Grandstand NW Parking Paving	\$ 132,386

Health

Cannon Health Bldg: Upgrade AHU Fan Correct Airflow Restrictions	\$ 250,100
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Human Services

USH: MS Building HVAC Upgrades	\$ 700,000
DHS/DJJS/Decker Lake Control Room	\$ 217,000
USH: Substation Improvements	\$ 86,000
DHS/ Moab Security Remodel	\$ 121,200
DMC: HVAC Control Upgrade	\$ 450,000
DHS/DJJS/Weber Valley Power Service	\$ 93,100
USH: Generator / Forensics	\$ 335,900
DHS/ Provo Regional Center Tenant Improvement	\$ 214,300
DMC: Security Door Upgrade	\$ 92,000
Castle County Youth Center Fencing	\$ 22,000
Slate Canyon Youth Center Walkway Repairs	\$ 10,000
Iron County Youth Crisis Center Fire Alarm Upgrade	\$ 13,000
Paving: Farmington Bay YC Parking Improvements	\$ 32,200
Paving: Wasatch Youth Center Paving Improvements	\$ 35,900
Paving: Salt Lake Valley Detention Slurry Seal	\$ 21,500
Paving: Weber Valley Detention Slurry Seal	\$ 27,400
Paving: Slate Canyon Paving Improvements	\$ 49,200
Paving: Vernal HS Complex Paving Repairs	\$ 71,000
Paving: DHS/DCFS/Richfield Family Support Parking Lot	\$ 23,700
Paving: State Hospital: Youth Center Access Road Parking	\$ 65,000
Roofing: Lightening Peak Youth Corrections	\$ 274,300
Roofing: Mill Creek Youth Corrections	\$ 30,000
Roofing: Vernal DHS Office	\$ 82,500

Veterans Affairs

Veteran's Cemetery Master Planning and Improvement Projects	\$ 236,374
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National Guard

American Fork Armory: Boiler Replacement	\$	161,300
Brigham City: Replace Boiler	\$	154,500
Ogden Armory: Replace Boiler /Piping/Hot Water Controls	\$	299,000
Paving: Mount Pleasant Armory Paving Repair, Crack Seal, Slurry	\$	129,700
Paving: Brigham City Armory Slurry Seal	\$	33,700
Paving: Springville Armory Paving Repairs, Crack Seal, Slurry	\$	17,300
Paving: Fillmore Armory Maintenance Area Drainage & Concrete	\$	28,000
Paving: Blanding Armory Paving Repairs, Crack Seal, Slurry	\$	57,800
Roofing: Jake Garn Roof Replacement	\$	284,000
Beaver Armory: Install fire Alarm	\$	88,700

Natural Resources

Admin Bldg: HVAC System Renovation Design	\$	100,000
Admin Bldg: Restroom Plumbing/Sewer Upgrade	\$	60,000
Parks: East Canyon Upgrades BOR Partnership	\$	1,250,000
Parks: Otter Creek Restroom Renovation	\$	450,000
Parks: Edge of Cedars St Park Security System	\$	94,000
Paving: Goblin Valley Goblin Parking Area Paving Improvements	\$	259,300
Parks: Roofing Palisade State Park Maintenance Shed	\$	10,000
Parks: Roofing Wasatch Mountain State Park Residence	\$	20,000
DWR: Springville Hatchery Water Filtration Treatment (Whirling Disease)	\$	1,500,000
DWR: Springville Hatchery UV Water Treatment (Whirling Disease)	\$	750,000

Office of Education

Admin Bldg: Elevator Upgrade	\$	600,000
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Public Safety

Driver License: Remodel North Salt Lake Driver License Office	\$	667,400
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Tax Commission

Tax Commission: Replace Variable Speed Drives	\$	126,500
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UDOT

Calvin Rampton Building: Cafeteria Rooftop AC/Heating Replacement	\$	252,000
Calvin Rampton Building: Replace 3rd Floor Carpet	\$	207,500
Greendale Junction Maintenance Station: Replace Existing Building	\$	932,000
Paving: Calvin Rampton Building Admin. Parking Paving Improvements	\$	123,800
Roofing: Green River Station	\$	50,100
Roofing: Station 4328 Gunnison Metal Roof	\$	100,000
Roofing: Moab Office	\$	15,000
Roofing: Station 244/245 Salt Lake City	\$	30,000
Roofing: Station 236 Wanship	\$	50,000

Workforce Services

Cedar City Office: Replace Boiler and Condensing Unit	\$	130,800
Cedar City Office: Replace Front Stairs and Ramp, Repair Garage	\$	94,000
Richfield Office: Fire Alarm Upgrade	\$	31,000
Metro: Repair Damage to Parking Structure	\$	198,000
Paving: Ogden Employment Center	\$	53,800
Paving: Provo Employment Center	\$	52,600
Paving: Midvale WFS Paving Repairs	\$	45,000
Roofing: Vernal Workforce Services	\$	55,200

FY 2008 Capital Development Projects

Approved by the Utah State Legislature (2007 General Session)

Agency/Institution	Approximate Construction Budget
DPS/UDC/SLCC Training Center (Design)	\$1,277,400
USU Ag Building (Planning)	\$2,500,000
MATC Northern Utah County Campus Building #1 (Planning/Design)	\$1,000,000
UCI Production Warehouse	\$1,200,000
UDOT Panguitch Maintenance Shed	\$1,600,000
SLCC Facilities /Parking Building	\$2,000,000
USDB Building Purchase (Salt Lake Center 3700 So. Highland Dr.)	\$500,000

PROCUREMENT PROCESS

The State of Utah intends to enter into an agreement with inspection firms to provide professional services as described for each of the projects listed (or that may be added) in the RFC. The selection of the firm will be made using a pre-qualification selection process. The project schedule lists the important events, dates, times and locations of meetings and submittals. The terms of the project schedule are hereby incorporated by reference and must be met by the selected firm.

DFCM will pre-qualify firms to conduct code inspection services for construction projects throughout the state with inspection firm fees under \$50,000 (Small Purchases). In order to pre-qualify, inspection firms must demonstrate that they have the necessary skills, training, certifications, satisfactory performance ratings/references, and management approach to ensure that code inspections will be performed accurately and timely. In addition, pre-qualified inspection firms will be required to contract with and manage “Special Inspection and Testing Firms” to conduct special inspections required by code. Pre-qualified firms will be assigned projects for inspection services under the provisions of the DFCM’s small purchasing rule.

Inspection firms previously pre-qualified by DFCM (see Attachment “A”) will remain on DFCM’s list of pre-qualified inspection firms this year and are NOT required to pre-qualify; however, they MUST attend the mandatory pre-submittal meeting and complete the registration form contained in this document.

1. Request for Consultant Documents

The RFC documents consist of all of the documents listed in the table of contents and all said documents are incorporated in this document by reference. The request will be available at DFCM per the attached schedule and on the DFCM web site at <http://dfcm.utah.gov>.

2. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the request or the pre-submittal meeting, communication during the selection process shall be directed to the specified DFCM Representative. In order to maintain the fair and equitable treatment of everyone, inspection firms shall not unduly contact or offer gifts or gratuities to DFCM, any Board Officer, employee or agent of the State of Utah, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the request, as the project is developed, and extends through the award of an agreement. Failure to comply with this requirement may result in a disqualification in the selection process. Inspection firms should be aware that selection committee members will be required to certify that they have not been contacted by any of the inspection firms in an attempt to influence the selection process.

3. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

Will Thornley
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: WTHORNLEY@utah.gov
Facsimile: 801-538-3267

4. Project Schedule.

The project schedule lists the important events, dates, times, and locations of meetings and submittals that must be met by the inspection firm.

5. Mandatory Pre-Submittal Meeting

A mandatory pre-submittal meeting will be held on the date and time and at the location listed on the project schedule.

A representative from each inspection firm is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested firms may ask questions and request clarification about the project and the procurement process.

Subconsultants are invited to attend this meeting but it is not mandatory for them.

THE PRIME FIRMS' ABSENCE FROM THE PRE-SUBMITTAL MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A SUBMITTING FIRM ON PROJECTS LISTED IN THIS DOCUMENT.

6. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by, the Division of Facilities Construction and Management previous to the date and time indicated in the project schedule. Submittals received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the submitting firm is responsible for ensuring that delivery will be made directly to the required location. It is your responsibility to allow for the time needed to park on Capitol Hill as construction activity has made the parking more difficult. Identification is required to enter the building.

7. Last Day to Submit Questions

All questions must be received at the office of DFCM no later than the time and dated listed in the project schedule. Questions must be delivered in writing to **Will Thornley** at DFCM by the stated deadline in the project schedule.

8. Addendum

All clarifications will be in writing and issued as addenda to the RFC. Addenda will be posted on DFCM's web site at <http://dfcm.utah.gov>. Firms are responsible for obtaining information contained in the addendum from the web site. Any addenda issued prior to the submittal deadline shall become part of the request and any information required must be included in the firm's submittal.

9. Past Performance and References

As an inspection firm completes each DFCM project, DFCM, the contractors and the using agency or institution will evaluate the inspection firm. It is the intent of DFCM that this process will be the major source for evaluating past performance.

Inspection firms shall submit past performance and reference information by the time indicated on the project schedule.

For all DFCM inspection services (projects) completed in the last year identify the project by name, number and DFCM project manager. Each inspection firm wishing to compete for this project that has not completed at least three DFCM programming/master planning projects in the last year, will be required to provide one copy of a list of references on additional similar projects for a total of five projects.

For non-DFCM programming/master planning projects provide the following information:

Point of Contact:	Person who will be able to answer any customer satisfaction questions.
Phone Number:	Phone number of the contact we will be surveying.
User Name:	Name of Company that purchased the Inspection services.
Project Name:	Name of the project.
Date Completed:	Date of when the work was completed.
Address:	Street, city and state where the work was performed.
Size:	Size of project in dollars.
Duration:	Duration of the project.
Type:	Type of the project (i.e.: School, Offices, Warehouse, etc)

10. Management Approach

Each firm shall provide three copies of a document describing their management approach by the time indicated on the project schedule. The document should include: (a) the process used for selecting and managing sub-consultants such as special inspection firms; (b) a description of how the firm is organized and detail the firm's ability to conduct code inspections throughout the state; (c) the method used to develop a schedule to ensure that code inspections are completed on time (the deadline issued by DFCM); (d) the firm's understanding of DFCM's code inspection requirements and standards; and (e) any other information that will assist the selection committee in evaluating the firm's management approach. Include an organization chart of key personnel and a description of their duties. The management approach document should be concise (**limit 2 pages**) yet contain sufficient information for evaluation by the selection committee. The organization chart is a separate document and is not counted as one of the two pages.

11. Statements of Qualifications

The submitting firm shall provide three copies of the statements of qualifications by the time indicated on the project schedule. The statement of qualifications is a short document that details the professional licenses, certifications, experience and qualifications of the firm and the firm's key personnel. It identifies the lead contact person and other critical members of the team. It describes what talents the team brings to the code inspection process and how their knowledge and experience will benefit to the process. It should include information (history) of code inspections performed by the firm and the team members. Include special qualifications or certifications that are applicable.

12. Selection Committee

The selection committee may be composed of individuals from DFCM, the state Building Board, user agencies, representatives from the design and construction disciplines, and others deemed appropriate by the DFCM.

13. Termination or Debarment Certifications

The firm must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The firm must also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the firm cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by DFCM. Firms are to submit these certifications with their statement of qualifications.

14. Interviews

If deemed necessary, DFCM may elect to interview firms responding to this request. Otherwise, DFCM reserves the right to pre-qualify firms based on their submittals (performance rating/ references, management approach and statement of qualifications).

The purpose of the interview is to allow the firm to present its qualifications, past performance/ references and management approach. It will also provide an opportunity for the selection committee to seek clarifications from the firm.

If interviews are conducted, key personnel from each firm should be in attendance. Firms may also have some or all field inspectors present at the interview for the committee to meet and ask questions. The method of presentation is at the discretion of the firm. The interviews will be held on the date and at the place specified in the project schedule.

15. Selection Criteria

The following criteria and weighting will be used in evaluating each firm. The selection committee will consider the following criteria in performing a comprehensive evaluation of each firm. Each firm will be scored by each selection committee member in the categories listed below.

- A. Performance Rating/References.** The committee will evaluate and score each firm's past performance rating and references in accordance with the information outlined in Section 9 above. The committee will evaluate each firm's DFCM performance rating and/or references as well as additional information pertaining to the firm's performance ratings/references presented during the interview. **Possible Points: 35**

- B. Project Management Approach.** The committee will evaluate and score each firm's project management approach in accordance with the information outlined in Section 10 above. The committee will evaluate each firm's document detailing their project management approach as well as additional information pertaining to the firm's project management approach presented during the interview. **Possible Points: 30**
- C. Qualifications.** The committee will evaluate and score each firm's qualifications in accordance with the information outlined in Section 11 above. The committee will evaluate each firm's statement of qualifications as well as additional information pertaining to the firm's qualification presented during the interview. **Possible Points: 35**

TOTAL POINTS = 100 POINTS

16. Pre-Qualification

Firms achieving a **total score of 85 or greater** by the selection committee will be added to DFCM's list of pre-qualified code inspection firms and will be assigned projects for code inspection services.

Pre-qualified inspection firms shall remain on DFCM's list of pre-qualified code inspection firms provided: (a) they maintain a performance rating of 3.5 or greater on each DFCM project, (b) they have not suspended for poor performance or failure to comply with requirements of their contract, or (c) the firm has not undergone a significant reorganization involving the loss of key personnel or license and certification requirements to a degree such that the firm no longer meets the pre-qualification requirements outlined in this document.

DFCM reserves the right to add additional firms to the pre-qualified list of code inspection firms throughout. DFCM may re-open this RFC at any time during the year to pre-qualify additional firms. Firms that wish to be added to DFCM's list of pre-qualified code inspection firms must contact DFCM and comply with all pre-qualification selection requirements contained in this request.

Notwithstanding any other provision herein, DFCM reserves the right to disqualify any inspection firm that is not responsible and/or non-responsive. This includes, but is not limited to, the right of DFCM to disqualify an inspection firm for not having the requisite licenses or certifications for the services as required by law. DFCM also reserves the right to reject all inspection firms submitting on this RFC.

This pre-qualification will remain in effect from April 1, 2007 through May 31, 2008.

17. Fee Negotiation and Fee Schedule

Pre-qualified firms will be assigned projects by DFCM under the provisions outlined in DFCM's small purchasing rule.

For projects with an estimated fee between \$5,000 and \$50,000, DFCM will negotiate the agreement and fee with the firm assigned to each project . If DFCM is unable to agree to a satisfactory contract with that firm, DFCM will assign another firm to the project and negotiate an agreement and fee with that firm.

For projects with an estimated fee under \$5,000, DFCM will pay inspection firms as outlined in the fee schedule (See Attachment "B") through a purchase order.

18. Form of Agreement

At the conclusion of negotiations, the selected inspection firm will be required to enter into an agreement using the attached form of the Professional Services Agreement for Inspection and Testing Services, except for projects with an estimated fee under \$5,000 which shall be paid through a purchase order as noted above.

19. Licensure

The inspection firm shall comply with and require its inspectors and special inspection firms to comply with the license laws of the State of Utah and ensure that all required certifications are current and up-to-date. All such licenses and certifications must be fully in place at the time of submission of statement of qualifications.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

PROJECT SCHEDULE

PROJECT NAME: CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS WITH INSPECTION FIRM FEES \$50,000 OR LESS				
Event	Day	Date	Time	Place
Request for Consultant Available	Monday	July 16, 2007	10:00 AM	DFCM 4110 State Office Bldg SLC, UT and DFCM web site*
Mandatory Pre-submittal Meeting	Thursday	July 26, 2007	2:00 PM	DFCM 4114 State Office Bldg SLC, UT
Last Day to Submit Questions	Friday	July 27, 2007	12:00 NOON	Will Thornley – DFCM E-mail WTHORNLEY@utah.gov Fax: 801-538-3267
Addendum Deadline	Monday	July 30, 2007	2:00 PM	DFCM web site *
References, Statements of Qualifications, Management Approach, and Termination/Debarment Certifications Due	Thursday	August 2, 2007	12:00 NOON	DFCM 4110 State Office Bldg SLC, UT 84114
Interviews (If Necessary)	Tuesday	August 7, 2007	TBA	DFCM 4110 State Office Bldg SLC, UT 84114
Pre-Qualification Announcement	Wednesday	August 8, 2007	4:00 PM	DFCM web site*

* DFCM's web site address is <http://dfcm.utah.gov>.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

REGISTRATION AND CERTIFICATION FORM Previously Pre-Qualified Code Inspection Firms

Code Inspection Firms previously pre-qualified by DFCM (See Attachment "A") must respond to this request by completing and submitting this Registration and Certification Form by the deadline shown on the Schedule in order to be assigned projects for inspection services during the upcoming year. The only firms that will be assigned project for inspections services will be (1) firms currently on DFCM's list of pre-qualified code inspection firms that complete and submit this Registration and Certification Form and (2) code inspection firms pre-qualified by the selection committee through this request..

DFCM reserves the right to require any or all firms on the pre-qualified list to resubmit their performance ratings/references, statement of qualifications and management approach document for review by a selection committee to determine if they will remain on the pre-qualified list.

FIRM: _____ registers to be eligible to perform code inspection services on the project(s) listed in this RFC and hereby certifies that:

- (a) The firm received a performance rating of 3.5 or greater on each DFCM project within the past 12 months;
- (b) The firm has not been suspended from DFCM's list of pre-qualified code inspection firms for failure to comply with requirements of their contract;
- (c) The firm has not undergone a significant reorganization involving the loss of key personnel to a degree such that the firm no longer meets the pre-qualification requirements outlined in this RFC;
- (d) The financial viability of the firm has not significantly changed;
- (e) The firm is in compliance with all state licensing requirements and all certificates required for individual inspectors on staff are current, and
- (f) The firm is not otherwise disqualified by DFCM.

My statements on this Registration and Certification Form are made with an understanding of the penalty of perjury and that the representations provided herewith can be verified by any reasonable audit.

Signature and Title Date

Please type/print name clearly

STATE OF _____
_____) ss.
COUNTY OF _____)

(Seal)

On this _____ day of _____, 20____, the above-signed person appeared before me whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn and did say that he/she is duly authorized to execute the same.
Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

APPROVED AS TO FORM:

March 13, 2006

By Alan S. Bachman, Asst. Attorney General

DIVISION OF FACILITIES CONSTRUCTION & MANAGEMENT
PROFESSIONAL SERVICES AGREEMENT
Inspection and Testing Services

THIS AGREEMENT, made this ____th day of _____, 20____, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DFCM", and _____, a corporation of the State of Utah, whose address is _____, Utah 84_____ hereinafter called the "Consultant."

WITNESSETH: That whereas, the DFCM intends to have services performed by Consultant as follows:

_____- **INSPECTION AND TESTING SERVICES**

_____, UTAH

WITNESSETH, WHEREAS the DFCM intends to have Consultant fully complete the objectives of this Agreement, and

WHEREAS, the Consultant, for the sum herein stated, agrees to perform the Scope of Work hereinafter specified,

THEREFORE, the DFCM and the Consultant, for the consideration hereinafter provided, agree as follows:

ARTICLE 1. SCOPE OF WORK. The scope of work shall include building, electrical, plumbing, and mechanical inspection services, special inspections and material tests as specified by the specific project and as stated in this Agreement and further specified in Exhibit "A," which is attached hereto and by this reference incorporated herein. This Agreement shall commence upon the written issuance of a Notice to Proceed by DFCM and shall remain in effect through the duration of the project and completion of the punch list.

ARTICLE 2. EXTENT OF AGREEMENT. This Agreement includes the provisions of the Request for Consultant Services under which the

services covered by this Agreement were procured, all exhibits or other documents that are attached to this Agreement or incorporated by reference, and the DFCM General Conditions current as of the date of this Agreement which are incorporated herein by this reference. In case of conflict, the following documents supercede each other in accordance with the following hierarchy: codes and applicable law, the body of this Agreement, attachments to this Agreement, and the following documents on file with DFCM and incorporated by reference as a part of this Agreement if fully set forth herein: the Request for Consultant Services, the DFCM Design Manual dated March 15, 2006, and the DFCM General Conditions dated May 25, 2005.

ARTICLE 3. COMPENSATION.

3.1 Not-to-Exceed Amount. The maximum amount payable for code inspections, special inspections, material testing, and for all reimbursable expenses for this project is **NOT TO EXCEED** _____
DOLLARS AND NO/00 (\$_____ .00).

3.2 Payments. DFCM agrees to pay the Consultant from time to time as the work

progresses, but not more than once each month after the date of the notice to proceed, and only upon receipt of an invoice containing sufficient detail to justify the amount of payment requested. Payment shall be made within thirty (30) days of the DFCM's receipt of the Consultant's invoice except that this requirement shall not apply to any amount: (a) for which the Consultant's invoice does not provide sufficient detail to demonstrate payment is due, (b) that the DFCM disputes is due under the terms of the agreement, or (c) reasonably withheld by the DFCM to cover any default or failure to perform by the Consultant. To the extent that the amount due DFCM for any such default or failure to perform exceeds any amount that would otherwise be due the Consultant, the Consultant shall be liable for such excess to the DFCM. The DFCM may seek enforcement of such obligation by legal action, and if such is necessary, shall recover the related costs and attorney fees. Notwithstanding the above, the DFCM agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. The DFCM shall provide written notice to the Consultant of any adjustment to or rejection of Consultant's invoice.

3.3 Interest. Except as otherwise provided by law, if any payment is late based upon the provisions of this Agreement, the Consultant shall be paid interest in an amount equal to the published Wall Street Journal prime rate plus 2%. The published Wall Street Journal Prime Rate shall be determined using such rate that is published closest to the 1st of the month for each month of the late period. The amount of payment of interest shall be apportioned using such rate(s) for the late period.

3.4 Acceptance of Payments. The acceptance by the Consultant of a payment without a written protest filed with DFCM within 3 calendar days of receipt of such payment, shall release the DFCM from all claims and all liability to the Consultant for fees and costs of the performance of the services associated with the services related to such payment pursuant to this Agreement.

3.3 Determination of Costs. DFCM is relying on the expertise of Consultant in preparing the refined scope of work in order to assure that the inspection activities are defined and performed at a level necessary to fulfill all safety and contract

documents compliance issues. Both parties shall cooperate in good faith to sequence inspections in order to reduce costs while assuring proper performance. Payments shall be determined as follows:

3.3.1 Number of inspection hours multiplied by the hourly rate in Exhibit A.

3.3.2 Number of trips multiplied by the trip expense for the project identified in Exhibit A. Trip expense shall include time and transportation to and from the job site. All billable trips must be requested in advance by the Contractor's superintendent or DFCM's Building Official (hereinafter "Building Official").

3.3.3 The Consultant's fee may include reimbursement for lodging and meals which are related to requested inspections that are not within 100 miles of travel from inspector's home or office or require overnight stay. Said compensation for Consultant will be at the then current State of Utah rate for lodging and meals used for State employee reimbursement or a higher amount if approved by the Building Official due to unusual circumstances. These expenses are included in the guaranteed maximum price amount. The DFCM will not pay a mileage allowance.

3.3.4 Fees for material testing and special inspection expenses shall be calculated by multiplying the hours and the type of tests performed by the applicable rates in Exhibit A.

3.3.5 The Consultant fee may include a management fee for overseeing the work of special inspection and materials testing Subconsultants. The fee for such work shall be % of the Subconsultant's fee for said services. The Consultant shall not be paid a management fee for special inspections and material testing services provided by the Consultant.

ARTICLE 4. CHANGES IN WORK.

4.1 Agreement Modifications. Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written modification to this Agreement, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments resulting therefrom, any

adjustment in time of performance, or any other significant factors arising from the changes in the scope of services. Said modification must be signed by both DFCM and Consultant **IN ADVANCE** of the Consultant performing the work that is the subject of the change. It shall be the responsibility of the Consultant to notify the DFCM of any work it may contend is beyond the scope of this Agreement in advance of the performance of such work.

4.2 Scope of Work Change. Consultant shall immediately notify DFCM of substantial changes in building plans, specifications, Contractor's schedule or planned scope of work that may affect the guaranteed maximum price amount. Change of the guaranteed maximum price amount caused by substantial changes must be negotiated and agreed to in writing in advance by DFCM and Consultant as a modification to this Agreement. No adjustment in the not-to-exceed contract amount shall be paid if Consultant fails to notify DFCM of substantial changes when the change occurs.

ARTICLE 5. CONSULTANT'S DUTIES.

5.1 Responsibilities, In General.

5.1.1 Discipline and Competence. The Consultant shall enforce strict discipline and good order among the Consultant's employees, it's Subconsultants, agents, representatives and other persons performing under this Agreement. The Consultant shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Consultant and Subconsultants shall always conduct themselves in a professional and courteous manner. Methods of intimidation, anger, or other non-professional conduct will be grounds for termination of the offending person or the termination of this Agreement, as determined by the DFCM. Consultant must perform in a manner that is consistent with customary practices.

5.1.2 Standard of Care. The services of Consultant and its Subconsultants, if any, shall be performed in accordance with and judged solely by the standard of care exercised by members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the Project that is the subject of this Agreement.

The Consultant shall be liable to the DFCM or the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. a Contractor claim against DFCM or the State of Utah), to the extent caused by any errors or omissions that do not meet this standard of care.

5.2 Building Inspections.

5.2.1 All inspections shall be in conformance with the State adopted Building, Electrical, Mechanical, and Plumbing Codes and the DFCM's specifications as contained in the construction documents.

5.2.2 The inspector will report directly to the Building Official. The inspector will perform inspection and other services as directed by the Building Official.

5.2.3 All of the Consultant's inspectors (except special inspections) must be licensed in the State of Utah in one or more of the following areas. Inspector: I Combination, I UBC, I NEC, I IPC and I IMC. All inspectors will submit qualifications to be approved by the Building Official. Inspectors will not perform inspections in trade areas for which they are not properly licensed by the State of Utah.

5.2.4 Consultant shall notify the Building Official at least two business days prior to any change in the primary person performing on site inspections. The replacement inspector is subject to approval by the Building Official.

5.2.5 Consultant shall regularly visit site and make note of any work which has been covered without being inspected. Consultant shall immediately notify the Building Official of any work that has been covered without inspection.

5.3 Special Inspections and Materials Tests.

5.3.1 Consultant is responsible to oversee the special inspections and material tests for the project. Duties include but are not limited to: site supervision, inspection coordination, test and inspection management, personnel management, reporting, conflict resolution and billing.

5.3.2 Consultant shall submit qualification of special inspectors and material testing personnel to the Building Official for approval. Personnel are not permitted on site until they have been approved.

5.3.3 Consultant shall meet with Subconsultants prior to beginning work to discuss the scope of the project. Consultant shall coordinate the work of Subconsultants to ensure that all required special inspections and materials tests are completed in a timely and efficient manner.

5.3.4 Consultant shall ensure that special inspecting/testing personnel have access to relevant construction documents before beginning their work.

5.3.5 Consultant shall periodically visit site to oversee the work of the Subconsultants. Time spent on site managing the inspection services and overseeing Subconsultants is not billable, except for management visits included as part of the attached cost proposal.

5.3.6 The Consultant shall not receive a financial benefit from the fees that are charged by a Subconsultant other than the management fee allowed in Article 3.3.5, Compensation.

5.4 Time Frame For Services. The Consultant shall complete the scope of work in a manner to achieve any milestones identified in the Request for Consultant Services or the attachments to this Agreement. The full scope of work shall be completed by [REDACTED]. Consultant shall be responsible to DFCM for any damages related to delay in providing the services under this Agreement including delays caused to third parties where DFCM may be held liable where any of such delays are due to the act, error or omission of Consultant under this Agreement.

5.5 Use of "Sales Agents." The Consultant warrants that no sales agent has been employed or retained except as indicated in writing to DFCM.

5.6 Laws, Codes and Regulations. Consultant and its Subconsultants shall use their best efforts consistent with the Standard of Care

stated herein to comply with laws, codes, rules, regulations, ordinances and quality requirements applicable to the Project

ARTICLE 6. BUILDING INSPECTION PROCEDURES

6.1 Building, Mechanical, Electrical, and Plumbing Inspections.

6.1.1 The Contractor's superintendent will contact the Consultant to arrange for building inspections. The Consultant shall respond to all inspection requests no later than two (2) business days after receiving the request. If the Consultant cannot respond within this time period, he shall find a qualified Subconsultant and notify the Building Official prior to the inspection. The Consultant shall not initiate an inspection without an advance request from the Contractor's superintendent or the Building Official. Consultant shall immediately notify the Building Official if Consultant believes that inspections are required which are not being requested by the Contractor.

6.1.2 Consultant shall make note of all retests and associated expenses on the monthly invoice.

6.1.3 The Consultant's inspector, upon request, shall show proper identification to the Contractor. Any site-specific security clearance requirements must be complied with by the Consultant and Subconsultants.

6.1.4 Standards for all inspections. Inspections shall indicate whether there is compliance with:

- a. Current edition of the applicable building codes.
- b. Project drawings and specifications.
- c. Manufacturers recommendations and installation instructions.
- d. Applicable DFCM construction standards.

6.2 Special Inspections and Materials Tests.

6.2.1 The special inspections and material tests will be conducted according to the project's construction documents and specifications and according to standard material testing and inspection practices. Additional inspections/tests may be requested by the DFCM.

6.2.2 Contractor's superintendent will contact Consultant to schedule special inspections and material tests. Consultant will then schedule the appropriate personnel to complete the inspections or tests. Consultant will inform personnel of type of inspection, time requested, and location of work. The Consultant shall respond to all inspection requests no later than two (2) business days after receiving the request. If the Consultant cannot respond within this time period, he shall find a qualified Subconsultant and notify the Building Official prior to the inspection.

6.2.3 Consultant shall provide an on site sign-in log for inspection/testing personnel. The log shall include the time the inspector arrived and left, the type of inspection or test, and the inspector's name. The inspection/testing personnel shall complete the log entries before leaving the site.

6.2.4 Consultant shall document all failed inspections and tests on monthly invoices and the expense associated with retesting.

ARTICLE 7. SUBCONSULTANTS

7.1 Required Approval.

7.1.1 Subconsultants listed in Exhibit A shall be used for this work and not replaced during the course of this Agreement except with the advance written approval of the Building Official after complying with the following criteria.

a. The Consultant has established in writing that the change is in the best interest of the State of Utah.

b. The Consultant has established an appropriate reason for the change which may include, but is not limited to, the following reasons: the original Subconsultant has failed to perform, the original Subconsultant is not

qualified or capable of performing, and/or the original Subconsultant has requested in writing to be released.

c. The circumstances related to the request do not indicate any bad faith in the original inclusion of the Subconsultant.

7.1.2 The Consultant shall not contract with a proposed person or entity to whom the DFCM has made a reasonable and timely objection. The Consultant shall not be required to contract with anyone to whom the Consultant has made reasonable objection.

7.1.3 The change in Subconsultants shall be evidenced by a modification to this Agreement. This modification shall also address any impact the change may have on the fees contained in Exhibit A.

7.2 Subconsultant Relations.

7.2.1 By appropriate enforceable agreement, the Consultant shall require each Subconsultant to be bound to the Consultant by the terms of this Agreement, and to assume toward the Consultant all the obligations and responsibilities which the Consultant, by this Agreement, assumes towards the DFCM.

7.2.2 Each Subconsultant agreement shall preserve and protect the rights of the DFCM and Consultant under this Agreement with respect to the work to be performed by the Subconsultant so that subcontracting thereof will not prejudice such rights, and shall allow to the Subconsultant, unless specifically provided otherwise in the Subconsultant agreement, the benefit of all rights and remedies against the Consultant that the Consultant, by this Agreement, has against the DFCM.

7.3 Payment to Subconsultants. The Consultant shall promptly pay each Subconsultant, upon receipt of payment from the DFCM, out of the amount paid to the Consultant on account of such Subconsultant's portion of the work, the amount to which said Subconsultant is entitled. The Consultant shall, by appropriate Agreement with each Subconsultant, require each Subconsultant to make payment to its Subconsultant in a similar manner.

ARTICLE 8. COMMUNICATION AND DOCUMENTATION

8.1 Communications. Consultant shall promptly communicate to the Building Official and DFCM's Representative. Consultant may communicate directly with the Contractor about any Stop Work Order, an urgent health or safety matter at the site, or if the direct communication with the Contractor will facilitate the performance of the work by the Contractor. Any communication with the Contractor must be part of the inspector's report prepared at the site. Consultant shall not be entitled to rely upon any representation, statement or conduct of any person or entity, except as provided in this Agreement.

8.2 Documentation In General. Consultant shall prepare written reports to document the results of all inspections and tests and any discussions thereof with the Contractor. Consultant shall also take photographs and other means of documentation as may be appropriate. Consultant shall be prepared to take photographs of any inspection where such photograph assists in the understanding of the condition of the site or facility being inspected.

8.3 Inspection Reports. Consultant shall make a written report of each inspection indicating whether there is compliance with the project drawings and specifications, project specific criteria, and applicable codes. This report must be completed before leaving the project site. A copy of the inspection report listing necessary corrections shall be left with the Contractor's superintendent. Consultant shall make note of all retests and associated expenses on the monthly invoice. Consultant shall provide a copy of all reports to the Building Official, DFCM's Representative, and the A/E (Architect/ Engineer) within two (2) business days of the inspection. This delivery may be accomplished by courier, fax, electronic mail, or other means approved by the DFCM.

8.4 Monthly Reports. Consultant shall provide a printed monthly report to the Building Official, DFCM's Representative, and the A/E. In addition to the inspection reports, the monthly report shall include a list of testing and inspection issues that are not resolved as of the end of the month. It shall also include photographs as

appropriate to document and explain the information contained in the report.

8.5 Special Inspection and Testing Reports. Consultant shall provide a report of the results of special inspections and materials tests to the Building Official, DFCM's Representative, and the A/E within two (2) business days. Consultant shall notify Building Official of test or inspections that have failed and are not immediately correctable.

8.6 Immediate Notification of Unusual Problems. In addition, Consultant shall promptly notify the Building Official by telephone of any unusual problems discovered during the inspection. If the Building Official does not answer the telephone call, then a voice message shall be left for the Building Official.

8.7 Final Report. Within 30 days of substantial completion of the project, Consultant shall provide to the Building Official an electronic copy of all inspection and testing documentation related to the project.

8.8 Copies to Agencies. Upon Request, Consultant shall provide a copy of the above reports to the Using Agency.

8.9 Modification to Report Requirements. Notwithstanding the provisions of Article 2, the requirements of this Article 8 may be modified through alternative provisions contained in the attachments to this Agreement.

ARTICLE 9. APPEAL OF CONSULTANT'S DECISIONS. Consultant shall cooperate with and participate in any appeal made pursuant to the DFCM's appeal process of Consultant's decisions. Consultant shall provide reports, documentation, and testimony as required. Consultant shall be compensated for its reasonable costs to respond to an appeal only if the Consultant's decision is upheld in the appeal.

ARTICLE 10. HAZARDOUS OR EMERGENCY SITUATIONS; STOP WORK ORDERS. If the Consultant encounters a hazardous or emergency situation, the Consultant is authorized to issue any warranted Stop Work Order

or any other customary means of resolving the hazardous or emergency situation. The Consultant shall immediately inform the Building Official and the DFCM Representative of any action taken and provide a detailed analysis in the report prepared at the site. On the same day that the Stop Work Order is issued, Consultant shall provide a copy of this report to the Building Official and the DFCM Representative. This delivery may be accomplished through electronic means.

ARTICLE 11. INSURANCE. To protect against liability, loss and/or expense in connection with the performance of services described under this agreement, the Consultant shall obtain and maintain in force during the entire period of this agreement without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. Consultant shall require that the insurance requirements contained in this Article be met by each testing and inspection firm with which it subcontracts to accomplish its responsibilities under this Agreement. The following are minimum coverages that may be supplemented by additional requirements contained in the Request for Consultant Services or any other document used to procure Consultant's services.

11.1 Professional Liability Insurance. The Consultant shall maintain, at its expense, Professional Liability Insurance, on a "claims made" basis, with an aggregate policy limit of not less than \$2,000,000 and not less than \$1,000,000 per occurrence. Any change in this insurance requirement shall be noted in an attachment to this Agreement. Unless project specific insurance is required by the DFCM through a provision in the Request for Consultant Services or an attachment to this Agreement, this coverage may be written under a practice policy with limits applicable to all projects undertaken by the Consultant but the coverage must be maintained in force for the discovery of claims for a period of three (3) years after the date final payment is made to the consultant under this Agreement. The policy must contain a "retroactive" or "prior-acts" date which precedes the earlier of, the date of this Agreement or the commencement of the Consultant's services. The policy must also include contractual liability coverage applicable to the indemnity provision of

this Agreement for those portions of the indemnity provisions that are insured under the Consultant's policy.

11.2 Worker's Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance shall cover full liability under the Worker's Compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction. Employer's Liability Insurance shall provide the following limits of liability: \$100,000 for each accident; \$500,000 for Disease-Policy Limit; and \$100,000 for Disease-Each Employee.

11.3 Commercial General Liability Insurance. Commercial General Liability Insurance shall be on an "occurrence basis" and shall include insurance for premises and operations, independent contractors, projects/completed operations, and contractual liability coverage with limits not less than listed below. The State of Utah shall be named as an insured party, as primary coverage and not contributing, and the policy shall be endorsed to include a waiver of subrogation in favor of the State of Utah.

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$500,000	Personal and Advertising Injury
\$500,000	Each Occurrence

11.4 Other Insurance Coverages. Consultant shall maintain the following insurance at levels Consultant determines: Comprehensive Automobile Liability Insurance, Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage, and Aircraft Use. Any minimum requirements for these insurance coverages will be identified in the Request for Consultant Services or any other document used to procure Consultant's services. Any type of insurance or any increase of limits of liability not described in this agreement which the Consultant requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility and at its own expense.

11.5 Not Relieve Responsibility. The carrying of insurance required by this agreement shall not be interpreted as relieving the Consultant of any other responsibility or liability under this agreement or any applicable law, statute, rule, regulation or order.

ARTICLE 12. TERMINATION

12.1 Termination by Consultant. This Agreement may be terminated by Consultant upon seven (7) calendar days written notice should the DFCM fail substantially to perform, through no fault of the Consultant and the DFCM has failed to cure the failure to perform within fourteen calendar(14) days of the DFCM's receipt of written notice of its failure to perform. Upon termination of this Agreement, the Consultant shall deliver all work performed to the DFCM. In the event of termination, the Consultant shall be compensated for services properly performed under this Agreement up to date of the notice of termination. The Consultant agrees that in the event of such termination of default and such default is not successfully challenged by DFCM, its total remedy and monetary recovery from the DFCM is limited to full payment for all work performed, reimbursables, under this Agreement up to the date of termination as well as any reasonable monies owed as a result of the Consultant having to terminate contracts necessarily entered into by the Consultant pursuant to this Agreement. Consultant further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents produced by Consultant under this Agreement up to the date of termination are the property of the DFCM.

12.2 Termination by DFCM.

The performance of service under this Agreement may be terminated by the DFCM in whole or in part at any time, whenever the DFCM shall determine that such termination is in the best interest of the DFCM. This includes any termination by DFCM for convenience or for cause. Any such termination shall be effected by delivery to Consultant of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The Consultant agrees that in the event of such termination, its total remedy and monetary recovery from the DFCM is limited to full payment for all work performed, plus reimbursables, under this Agreement up to the date of termination. Consultant further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports,

comments and any and all documents produced by Consultant under this Agreement up to the date of termination are the property of the DFCM.

ARTICLE 13. PRELIMINARY RESOLUTION EFFORTS, CLAIMS AND DISPUTES;

13.1 GENERAL CONDITIONS

REQUIREMENTS APPLY. The provisions of Articles 7.7. through and including 7.14 of the General Conditions shall apply to Preliminary Resolution Efforts, Claims and Disputes under this Agreement. References in said Articles 7.7 through and including 7.14 to the term "Contractor" and "Subcontractor" shall refer to the Consultant and Subconsultants or Subcontractors at any tier under this Agreement, respectively.

13.2. TIME FOR FILING.

Notwithstanding paragraph 13.1 above, the PRE must be filed in writing with the DFCM Representative within twenty-one (21) days of any of the following:

13.2.1. Issuance of a denial by DFCM of a Consultant request for additional monies or other relief under this Agreement;

13.2.2. In the case of a Subconsultant, after the expiration of the time period for the Consultant/Subconsultant PRE process under Paragraph 7.7.5 of the General Conditions; or

13.3.3. When the Consultant knows or should have known about any other issue where the Consultant seeks additional monies, time or other relief from the State of Utah or DFCM.

13.3 NOT LIMIT DFCM RIGHTS.

As stated in Rule R23-26-1(6), this does not limit the right of DFCM to have any of its issues, disputes or claims considered. DFCM reserves all rights to pursue its issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under this Agreement. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claims(s) of DFCM, the Consultant shall cooperate with such expert or panel process.

ARTICLE 14. MISCELLANEOUS PROVISION.

14.1 Safety. The Consultant shall ensure that all employees and Subconsultants are aware of safety requirements before arriving on site. Safety requirements include, but are not limited to, wearing approved hard hat, safety glasses, and footwear.

14.2 Ownership of Work Product. All work product, which includes, but is not limited to all manuals, forms, contracts, schedules, reports, documentation, photographs, data, electronic data, comments and any and all documents supplied to or produced by Consultant under this Agreement are the property of the DFCM. Said work product and the information contained therein are the exclusive property of the DFCM and are not to be used by Consultant on any other projects with any other parties except by the advance written agreement of the DFCM. Consultant agrees to maintain the level of confidentiality, to the extent permitted by law, needed to protect the State's interest in the design, construction, and management of the project.

14.3 Legal Relationship. This Agreement is for the performance of services and not the sale of goods, and is to be construed according to the laws of the State of Utah. Consultant's relationship to the State is that of an independent contractor. No partner or employee of Consultant shall, by reason of this Agreement, become an employee of the State of Utah. The Consultant shall have no authorization, expressed or implied, to bind the DFCM or the State of Utah to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the DFCM or the State of Utah except as specifically set forth in this Agreement. The DFCM shall identify the desired performance outcome and the Consultant shall determine the manner and method of achieving that outcome consistent with professional and customary practices. Nothing in this section is intended to limit or reduce any governmental immunities to the extent any may be available to Consultant by reason of its performance of inspections on behalf of the State of Utah.

14.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its

obligations hereunder without the prior written consent of the other.

14.5 Hold Harmless Requirement. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and save harmless the State of Utah, the Division of Facilities Construction and Management, their officers, agents and employees any anyone for whom DFCM may be held liable from and against any and all claims, damages or liabilities arising from negligent or wrongful acts, errors or omissions of the Consultant and its Subconsultants or subcontractors at any tier and anyone for whom Consultant may be liable.

14.6 Ownership of Documents. All work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents supplied to or produced by Consultant under this Agreement are the property of the DFCM, whether the work for which they are made is executed or not.

14.7 DFCM Reviews, Limitations. No review by the DFCM or any entity/user, approval or acceptance, or payment for any of the services required under this Agreement shall be construed to operate as a waiver by the DFCM of any right under this Agreement or of any cause of action arising out of the performance or nonperformance of this Agreement, and the Consultant shall be and remain liable to the DFCM in accordance with applicable law for all damages to the DFCM caused by the Consultant's acts, errors and/or omissions.

14.8 Discrimination And Sexual Harassment Prohibited. Pursuant to the laws of the State of Utah, the Consultant, or any person acting on behalf thereof, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. The Consultant, or anyone for whose act the Consultant may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

14.9 Performance Evaluation. DFCM may conduct a performance evaluation of the Consultant's services, including specific personnel of Consultant or any Subconsultant at any time. Results of any evaluation will be made available to the Consultant.

14.10 Statute of Limitation and Statute Of Repose. An action by or against the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable, shall comply with and be bound by the applicable and lawful statute of limitation and statute of repose provisions. Notwithstanding this, any action by or against the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable, that is based in contract or warranty shall be commenced within six (6) years of the date of substantial completion of the improvement or abandonment of construction except that such period of limitation shall be modified as follows:

14.11.1 Fraudulent Concealment. In the event that the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable has fraudulently concealed the act, error, omission or breach of duty, or the injury, damage or other loss caused by the act, error, omission or breach of duty, the six year period shall not begin to run until such time as the DFCM discovers or, through the exercise of reasonable diligence, should have discovered its claim.

14.11.2 Willful and Intentional. In the event that the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable commits a willful or intentional act, error, omission, or breach of duty, the six year period shall not begin to run until such time as the DFCM discovers or, through the exercise of reasonable diligence, should have discovered its claim.

14.11.3 Unintentional and Nonfraudulent Latent Acts, Errors, Omissions or Breaches of Duty. In the event of an unintentional and nonfraudulent latent act, error, omission or breach of duty, the DFCM shall have the time period allowed by Utah law and the Utah Code,

unless a longer period is provided for in an attachment to this Agreement.

14.11.4 "Different Period of Limitation" from Utah Code. These provisions are understood and agreed to by the Consultant as establishing a "different period of limitations" as that term is used in UCA 78-12-21.5(3)(a) or any other similar statute of the Utah Code. These provisions are not intended to shorten any time period allowed by Utah law and code for non-contract actions, including but not limited to, those based in tort.

14.12 Waivers. No waiver by the DFCM or Consultant of any default shall constitute a waiver of the same default at a later time or of a different default.

14.13 Applicable Law And Venue. This Agreement shall be construed in accordance with the laws of the State of Utah. Venue for any legal proceeding regarding this Agreement shall be in the Salt Lake County, State of Utah.

14.14 Authority To Execute. The Consultant and DFCM each represent that the execution of this Agreement and the performance thereunder is within their respective duly authorized powers.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CONSULTANT: _____

Signature Date

Title: _____

State of _____)

:ss.

County of _____)

Please type/print name clearly

On this _____ day of _____, 20__, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

Notary Public

My Commission Expires _____

APPROVED AS TO FORM:

ATTORNEY GENERAL

May 22, 2006

By: Alan S. Bachman

Asst Attorney General

**DIVISION OF FACILITIES CONSTRUCTION
& MANAGEMENT**

Lynn Hinrichs, Manager Date
Capital Development

Approved for expenditure:

Approved as to availability of funds:

Division of Finance Date

David D. Williams, Jr. Date
DFCM Administrative Services Director

Attachment “A”

PREVIOUSLY PRE-QUALIFIED CODE INSPECTION FIRMS

Christensen Brothers and Associates
Fred Christensen
613 North 380 West
Santaquin, Utah 84655

E-mail cbanda@connect2.com
Cell 801-368-1733
Office 801-465-0271
Fax 801-465-1285

Ivie Code Group
Paul Hayward
5217 Springleaf Drive
Salt Lake City, Utah 84117

E-mail icg@readytek.net
Cell 801-205-2712
Fax 801-451-2940

Sunrise Engineering
Mark Hibbens
12227 S Business Park Drive, Suite 220
Draper, Utah 84020

E-mail mhibbens@sunrise-eng.com
Cell 801-230-5407
Office 801-523-0100
Fax 801-523-0990

Forsgren Engineering
Clarence Kemp
370 E 500 S Suite 200
Salt Lake City, Utah 84111

E-mail ckemp@forsgren.com
Office 801 364-4785
Fax 801 364-4802

State of Utah

Division of Facilities Construction & Management

Department of Administrative Services

4110 State Office Building Salt Lake City, Utah 84114

Phone: 801-538-3018 Fax 801-538-3267

Attachment "B"

Material Testing & Special Inspection Unit Rates

July 16, 2007

SOILS AND AGGREGATES		Proposed	
In-place density tests		\$ 36.00	/hr
Observation monitoring		\$ 36.00	/hr
Proctor-modified		\$ 97.00	ea
Proctor-standard		\$ 97.00	ea
Proctor w/rock correction		\$ 97.00	ea
Atterberg limits		\$ 35.00	ea
Site sampling		\$ 36.00	/hr
Gradation analysis (ASTM C 136, C 117)		\$ 41.00	/hr
STRUCTURAL STEEL, WELDING & FIREPROOFING			
Structural steel and welding (UBC 306) (CWI)		\$ 47.00	/hr
Torque testing high strength bolts		\$ 41.00	/hr
Welding inspection		\$ 41.00	/hr
Fireproofing lab density		\$ 45.00	ea
Fireproofing special inspector		\$ 42.50	/hr
Non-destructive testing (ultrasonic, magnetic particle)	CWI	\$ 48.50	/hr
	UT	\$ 45.00	/hr
	MPT	\$ 45.00	/hr
	RT (2 man crew IR-192)	\$ 85.00	/hr
CONCRETE TESTING			
ACI level II/ICBO special inspector		\$ 41.00	/hr
ACI level I sampling technician		\$ 32.00	/hr
Concrete cylinders compressive strength (ASTM C 39)		\$ 12.00	ea
MASONRY			
ICBO special inspector		\$ 42.50	/hr
Compression, grout mortar prisms		\$ 12.00	ea
Compression, composite prism		\$ 47.00	ea
BITUMINOUS MATERIAL			
Field-Marshall Density (3 specimens)		\$ 110.00	/ 3
Specific gravity, rice method (D 2041) (2 specimens)		\$ 75.00	ea
In-place density testing		\$ 34.00	/hr
PROJECT ENGINEERING AND MANAGEMENT			
Department Manager		\$ 52.00	/hr
Professional Engineer (P.E.)		\$ 85.00	/hr
Staff Engineer		\$ 65.00	/hr
Engineering Technician		\$ 36.00	/hr
BASIS OF CHARGES			
Work, on site, over 8 hours / day, Saturday, Sunday & *Holidays		1.5	X
Drive time, including over 8 hours / day		Regular Rate	
Before 7am and after 5pm on weekdays		Regular Rate	
Swing or Graveyard shift		Regular Rate	
Sample Pick-up		1 hour	
Mileage		\$ 0.445	/mi

*Recognized Holidays: New Years, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving, Christmas

For questions regarding this form please contact William Thornley @ 801-755-6778 or wthornley@utah.gov